Data Sharing Agreement: Scottish National Standards for Information & Advice Providers Peer Review Scheme (Advice Agencies Type II & III)

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| 1. RECITALS |

* 1. This Data Sharing Agreement (the “Agreement”) is made between:

**Scottish Legal Aid Board**: a [non-departmental public body](http://en.wikipedia.org/wiki/Scottish_public_bodies) established by the Legal Aid (Scotland) Act 1986, having its headquarters at Thistle House, 91 Haymarket Terrace, Edinburgh, EH12 5HE, with responsibility for the administration of Legal Aid in Scotland in terms of the aforesaid Act (hereinafter referred to as “SLAB”), and

[Enter the name of the advice agency and a description of where they are based and the services they provide] (hereinafter referred to as “the Agency”).

* 1. The Agreement is entered into in order to share data for the purposes of the Agency named at 1.1 to be peer reviewed under the Scottish National Standards for Information and Advice Providers (SNSIAP).
	2. Together SLAB and the Agency are described as the “Parties”.
	3. The Agency is a Data Controller, and has the responsibilities as such, as defined by the Data Protection Act 1998 (hereinafter “the Act”).
	4. For the purposes of the Agreement, SLAB is the Data Recipient as the information identified will be provided to them by the Agency. SLAB is also a Data Controller as defined by the Act.
	5. This is a Data Controller to Data Controller relationship and therefore both Parties are required to comply with all the Data Protection Principles under the Act. This applies to all operations of the Parties and specifically in relation to the Shared Information. The Agreement exists to provide a framework for that compliance.
	6. The Agreement exists to provide sufficient security guarantees in place to ensure that processing complies with the obligations under the Data Protection Principles.

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| 2. PURPOSE |

1. SLAB has been asked by the Scottish Government to develop and implement the new SNSIAP accreditation model to improve and assure the quality of advice in Scotland.
2. SNSIAP is the accepted quality framework for agencies providing advice on housing, money/debt and welfare benefits issues. The SNSIAP contains both organisational standards and competences for advisers and agencies.
3. SLAB is managing the first three-year cycle of a new model including the co-ordination of the peer review and audit of advice providers. The peer review process will be over-seen by a Moderation Committee appointed by SLAB. The Scottish Government retains ownership of the SNSIAP and the award of accreditation.
4. The SNSIAP covers three areas of advice: housing, money/debt and welfare benefits. Advice agencies seeking to be accredited (at Type II and III) under the SNSIAP in one or more of these areas will be independently reviewed by people who are appropriately qualified (known as Peer Reviewers) to assess the technical quality of advice against agreed criteria. The peer review process will provide a report for the advice provider identifying strengths/weaknesses in their advice provision. The purpose of the peer review will be to encourage advice providers to continuously improve the service provided to the public by providing a means of evidencing how effectively technical quality is assured within their advice service.
5. Scottish Government has directed this work be carried out by SLAB.

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| 3. REPRESENTATIVES |

* 1. For the purposes of the Agreement following representatives are the primary contacts:
* For SLAB:

Name: Michelle Fegan

Title: Policy and Development Assistant

Address: Thistle House, 91 Haymarket Terrace, Edinburgh

E-mail: Feganmi@slab.org.uk

Information Sharing Lead: Graeme Hill, Director of Corporate Services & Accounts and SIRO

* For [Enter the name of the advice agency]:

Name: [Enter contact name]

Title: [Enter contact’s job title]

Address: [Enter address]

Tel. [Enter contact number]

E-mail: [Enter contact email]

Information Sharing Lead: [Enter details of the information sharing lead, if applicable, with the advice agency]

* 1. Parties agree that these representatives will correspond at regular intervals throughout the data sharing share to discuss activity in general and will provide updates to each other on matters of interest.
	2. In the first instance all communications should be made to the named person from each Party. In case of complaint it should be addressed to the Information Sharing Lead from the relevant Party.

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| 4. BASIS FOR SHARING |

1. The Agency agrees to share this data with SLAB in pursuance of the conduct of peer review under SNSAIP.
2. The Act requires that Data Controllers meet certain obligations, which include compliance with the eight data protection principles. The first data protection principle states that personal data shall be processed fairly and lawfully and shall not be processed unless at least one Schedule 2 condition is met **and**, in the case of ‘sensitive personal data’, at least one Schedule 3 condition is also met.

Both Parties to this agreement confirm that their processing of personal data complies with the requirements of Schedules 2 and 3 of the Data Protection Act 1998 as follows:

Schedule 2:

* Paragraph 5: The processing is necessary (a) for the administration of justice, (b) for the exercise of any functions conferred on any person by or under any enactment, (c) for the exercise of any functions of the Crown, a Minister of the Crown or a government department or (d) for the exercise of any other function of a public nature exercised in the public interest by any person.
* Paragraph 6(1): The processing is necessary for the purposes of legitimate interests pursued by the data controller or by the third party or parties to whom the data are disclosed.

Schedule 3:

* Paragraphs 7(1): The processing is necessary (a) for the administration of justice, (b) for the exercise of any functions conferred on any person by or under any enactment or (c) for the exercise of any functions of the Crown, a Minister of the Crown or a government department.
1. Both Parties confirm that this share complies with the Act. The Agency fully accepts and acknowledges that it is responsible for collecting, processing and obtaining consent as defined in the Act.
2. The Agency fully acknowledges that this information will be collected and processed in full compliance with the Act.
3. SLAB fully acknowledges and agrees that all processing, including transition and storage, of the data will be in compliance with the Act.

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| 5. PROCESS: Type II & III Advice Providers |

1. INFORMATION TO BE SHARED
2. In order for SLAB to facilitate peer review practitioner case files must be made available to Peer Reviewers. The advice provider is asked to complete, and submit to SLAB, a Pre-assessment Questionnaire (PAQ) and a Case-selection Grid (CSG). The CSG must identify and list *all* client files in any subject areas to be peer reviewed (housing, money/debt or welfare benefits) that have been active in the past year and for which they have the appropriate client consent or a proportion of such cases as advised by SLAB. SLAB will make a random selection from the list and the selected files will form part of the basis of the review and the information to be shared. In order for the peer review to take place the entire contents of the client’s file must be provided. The contents of all client files identified for peer review is Shared Information.
3. SLAB allocates a Peer Reviewer to a provider who wishes to take part.
4. A secure cloud-based system called Nextcloud will be used for the peer review process. SLAB will provide the Agency with log-in details and a password for Nextcloud. The Agency will upload the Shared Information onto Nextcloud. All Parties will be required to have the necessary technical-means to achieve this.
5. Peer Reviewers will be provided with a Nextcloud account. The co-ordinator will transfer the Shared Information into the designated Nextcloud folder for the Peer Reviewer to access; to this folder will be strictly limited to the SNSIAP team and SLAB’s Information Systems department.
6. Peer Reviewers will be provided with an encrypted laptop (hereinafter the “laptop”). Peer Reviewers will sign an agreement to acknowledge and agree that this will be the only device used to access the Shared Information accessible from the Nextcloud account. The laptop is provided on the basis that it is for the sole purpose of fulfilling this role and that it will only be used by themselves and not by any other person for any other purpose.
7. Secure users’ permissions will be managed by SLAB in line with the Network and Desktop Security Policy. Parties acknowledge and agree that passwords will not be shared.
8. Shared Information will remain on the Peer Reviewer’s Nextcloud folder until the Peer Review report is received; at this point the Shared Information on the Peer Reviewer’s folder will be deleted.
9. SLAB will delete the Agency’s log-in details and password after the peer review report has been received by SLAB from the peer reviewer or, if a second peer review is required, after the second peer review report has been received.
10. SLAB confirms that relevant agreements are in place to ensure the outcome reports generated will contain no personal data that could lead to the identification of a data subject.
11. Reports created for the Moderation Committee will not contain personal data that could lead to the identification of a data subject.
12. FURTHER USES OF SHARED INFORMATION
13. The Agency agrees that the Shared Information, as set out in 5.1.1, will be provided to SLAB and that this can then be shared with the Peer Reviewer for the purposes of peer review under the SNSIAP.
14. The Agency agrees and acknowledges that SLAB will report the outcome of the peer review to the Moderation Committee and Scottish Government, as necessary, to enable them to fulfil their role.
15. Access to the Shared Information will be limited solely to those with a direct involvement in carrying out the SLAB duties associated with peer review.
16. A selection of all cases submitted to SLAB for the purposes of peer review in each quarter will be selected and peer reviewed for Quality Assurance purposes using the same process as the one set out in 5.1.
17. SLAB agrees that the Shared Information transferred to them will not be used for any other purpose.
18. PROTECTION & SECURITY OF SHARED INFORMATION
19. SLAB agrees and acknowledges that all data received will be stored, processed and destroyed in line with the requirements of their Information Governance and Data Security requirements. The Agency agrees and acknowledges that these requirements may require data to be retained following the termination of the agreements but only in line with the aforementioned requirements.
20. SLAB acknowledges its obligations under the Act and will use reasonable endeavours to perform its obligations under this agreement in such a way as to not cause the Agency to breach any of its applicable obligations under Data Protection legislation.
21. SLAB will ensure that all personnel dealing with Shared Information are informed of their obligations under the Agreement with regard to the security and the protection of Personal Data and that those obligations are complied with.
22. The laptop provided to Peer Reviewers will be encrypted and SLAB will remain the owner of this at all times. The laptop will be returned to SLAB when the Peer Reviewer’s Consultancy Agreement is terminated. SLAB will remove all Shared Information from the laptop.
23. Should Shared Information be lost or be released without authority it will be reported within 24 hours of the loss or unauthorised release being identified, and will be dealt with in line with SLAB’s Security Breach Management Policy.
24. LIABILITIES
25. The Agency remains liable for the security of Shared Information at all times during its transit to SLAB.
26. Should the Agency enter any alternative arrangements to facilitate Peer Reviewer access to Shared Information, the Agency will be wholly liable for the security of the Shared Information in these circumstances. The Agency will use reasonable endeavours to enter into an agreement with the Peer Reviewer in similar terms to the Agreement to record data sharing responsibilities.
27. SLAB shall only be a Data Controller for the purposes of this Agreement if Shared Information is produced as detailed in clause 5.1 herein.

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| 6. REQUEST FOR INFORMATION CLAUSE |

1. SLAB is a Scottish public authority for the purposes of FOISA and EI(S)R and is subject to the requirements of both pieces of legislation. The Agency acknowledges and accepts that persons making a Request for Information (including information regarding this process) are entitled to receive that information from SLAB, unless it is exempt from disclosure.
2. In accordance with SLAB’s Freedom of Information Publication Scheme, SLAB will aim to provide information as soon as possible and in any event within 20 working days of receiving a Request for Information. Such disclosure will not constitute a breach of confidentiality obligations herein.
3. The Agency shall use best endeavours to assist and co-operate with SLAB to enable SLAB to comply with disclosure requirements further to a Request for Information.
4. The provision of this clause shall apply during the continuance of the Agreement and after its termination howsoever arising.

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| 7. JURISDICTION CLAUSE |

1. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Scotland and the Parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

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| 8. SIGNATURES |

1. By signing this agreement, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself are sufficient to meet the purpose of this agreement.
2. Signatories confirm they have the necessary authority to sign on behalf of their origination.

Signed on behalf of: SLAB

Relevant Director:

Signature:………………………………………………………………………………………………

Name:……Anne Dickson.………………………………………………………………………

Position:…Director of Strategic Development………………………….………

Date:……………………………………………………………………………………………………

Senior Information Risk Owner:

Signature:………………………………………………………………………………………………

Name:……Graeme Hill.………………………………………………………………………………

Position:…Director of Corporate Services & Accounts …….....……………….

Date:…………………………………………………………………………………………………………..

Signed on behalf of: [Enter name of advice agency]

Signature:………………………………………………………………………………………………

Name::…………………………………………………………………………………………………………

Position:……………..…………………………………………………………………………………….

Date:…………………………………………………………………………………………………………..